

# **A Memorandum of Understanding by and between Mountain View Whisman School District the Center to Support Excellence in Teaching at the Stanford University Graduate School of Education**

This Agreement is made and entered into as of 04/01/2022, between The Board of Trustees of the Leland Stanford Junior University, an institution of higher education and trust having corporate powers under the laws of the State of California, and between Mountain View Whisman School District. The work will be conducted by the Graduate School of Education's Center to Support Excellence in teaching (CSET).

Now, therefore, the parties agree as follows:

1. **Services to be Performed.**

CSET staff will begin initial data collection to unpack the root causes of Special Education disproportionality in MVWSD through interviews with district stakeholders—teachers, parents, site and district leaders. CSET staff will provide an initial landscape analysis for the district based on these interviews. This summer, CSET staff will conduct initial professional development for MVWSD leadership team and begin co-planning summer, 2023 PD for their educators.

2. **Price and Payment.** The Mountain View Whisman School District will pay CSET in two installments; \$88,000.00 due 6/15/2022 and \$88,000.00 due 8/31/2022.

3. **Insurance.** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by Mountain View Whisman School District on account of CSET.

4. **Termination.** This Agreement shall end on 10/31/2022 and may not be terminated earlier except for cause. Termination of this Agreement shall not affect any Statements of Work then in effect. Upon such termination, Mountain View Whisman School District shall pay CSET for all Services rendered and Expenses incurred by CSET prior to the effective date of termination under completed Statements of Work, and shall continue to perform its obligations under this Agreement, including without limitations its payment obligations, for any Statements of Work then in effect until completion of such Statements of Work in accordance with their respective terms. In the event of a termination, CSET will render a final billing to Mountain View Whisman School District after the effective date of any such termination, and Mountain View Whisman School District will pay the same. The provisions of this Agreement will survive any such termination in accordance with the terms.

5. **Alternative Dispute Resolution; Binding Arbitration.** The parties agree to utilize alternative dispute resolution methods and mechanisms to resolve any disputes or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof. The following procedure should be adhered to:
  - a. First, the parties agree to confer directly if there are disputes.
  - b. If direct talks are unsuccessful, the parties agree next to utilize mediation, wherein the parties agree to negotiate any problems, using a third-party neutral mediator to assist in the negotiations.
  - c. Finally, if a mediator is unable to resolve disputes between the parties directly within 60 (sixty) days, then the parties agree to submit any remaining disputes to binding arbitration under the Rules of the American Arbitration Association.
  
6. **ADR Fees.** In the event that mediation and/or arbitration is necessary and is pursued by one of the parties to interpret and/or enforce the terms and provisions of this agreement, the prevailing party will be entitled to reasonable fees attendant hereto.
  
7. **Indemnification.** Each party agrees to indemnify and hold the other party and its employees or agents harmless from and against all suits, claims, losses, damages, liabilities, costs, taxes and expenses, including attorney's fees and other legal expenses, arising out of any third party claims or assertions against the indemnified party, its employees or agents, where such claims or assertions arise directly from or in connection with the performance of the Services in a manner deemed to be grossly negligent.
  
8. **Limitation of Liability.** EXCEPT LIABILITY FOR THIRD PARTY CLAIMS ARISING UNDER SECTION 7, EACH PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT, THE TERMINATION THEREOF, AND/OR THE PROVISION OF SERVICES HEREUNDER WILL BE LIMITED TO THE FACE VALUE OF THE CONTRACT.
  
9. **Miscellaneous.**
  - a. **No Authority to Bind Client.** CSET has no authority to enter into contracts or agreements on behalf of Mountain View Whisman School District.
  
  - b. **Representations.** CSET represents that the organization has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the business and the tasks to be performed under this agreement.
  
  - c. **Governing Law.** This Agreement will be governed in all respects by the laws of California, U.S. without regard to any conflicts of law principle, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law.

- d. **Entire Agreement.** This Agreement contains the complete agreement between the parties. All previous and collateral agreements, representations, warranties, promises, whether verbal or in writing, and conditions relating to the subject matter of this Agreement are superseded by this Agreement and, if not explicitly incorporated in this Agreement; will not be binding on either party. Each Statement of Work issued hereunder will be deemed to be part of this Agreement. The invalidity, in whole or part, of any provision of this Agreement will not affect the remainder of that provision or this Agreement.
- e. **Amendments.** This Agreement may only be amended by a writing signed by both parties.
- f. **Notice.** All notices, claims, and approvals given under this Agreement must be in writing and delivered in person, by first class or express mail or facsimile addressed as set forth below or such other address that a party gives by notice. Notice given in accordance with this subsection will be deemed given when received.
- g. **Assignment.** Nothing in this Agreement confers upon any person, other than the parties hereto or their respective permitted assigns and successors, any rights or remedies under this Agreement. This Agreement may not be assigned by CSET without the prior approval of Mountain View Whisman School District. Except as otherwise provided in this Agreement, Mountain View Whisman School District may not sell, assign, or delegate any rights or obligations under this Agreement.
- h. **Severability.** If any provision of this Agreement is found to be illegal, void or unenforceable, the other provisions shall remain effective and enforceable and be construed as if such portion had not been included in this Agreement.
- i. **Independent Contractor Agreement.** Each party to this Agreement is an independent contractor. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the Services. No employee or representative of either party will at any time be deemed to be under the control or authority of the other party, or under the joint control of both parties. Each party is liable for all workers' compensation premiums and liability, federal, state, and local withholding taxes or charges with respect to its respective employees and will indemnify the other from any claims brought against the other in respect thereto.

**COVID-19 Provisions.**

1. **Vaccination / Testing.** Contractor agrees to the following COVID-19 vaccination/testing requirements with respect to any of Contractor’s employees, agents, consultants, subconsultants, or employees of consultants and subconsultants (“**Applicable Worker(s)**”):
2. *Before* any Applicable Worker enters a District site to perform the Services, Contractor shall verify that Any Applicable Worker:
  1. Is Fully Vaccinated. “**Fully Vaccinated**” shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-19 vaccine administered to the Applicable Worker, including any booster, to the extent approved and required by public health guidelines.
  2. Who has requested and obtained an accommodation from Contractor from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), is subject to **daily** COVID-19 testing for each and every day that Applicable Worker will perform Services on a District site, and that any such test demonstrates a negative COVID-19 test.
3. Contractor shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the District upon request.

b. Any time spent in MVWSD classrooms, supervision by a district staff member will occur

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Mountain View Whisman School  
District

Stanford Graduate School of Education

By: \_\_\_\_\_

By:  \_\_\_\_\_  
Geoffrey Cox (Mar 16, 2022 15:56 PDT)

Superintendent

Sr. Associate Dean, Finance & Administration

Mountain View Whisman School District

Graduate School of Education

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